



February 8, 2021

Via Email/Sharefile

Mr. Andrew Park
Hazardous Waste Programs Branch
US Environmental Protection Agency Region 2
290 Broadway, 22nd Floor
New York, New York 10007-1866

**Re: Response to NJDEP Tankfield Lining Questions
Hess Corporation Former Port Reading Complex (HC-PR)
750 Cliff Road
Woodbridge, Middlesex County, New Jersey
NJDEP PI# 006148
ISRA Case No. E20130449
EPA ID No. NJD045445483**

Dear Mr. Park:

Earth Systems, Inc. (Earth Systems) has prepared this letter on behalf of Hess Corporation (Hess) and Buckeye Port Reading Terminal LLC (Buckeye) in response to the December 28, 2020 correspondence from the New Jersey Department of Environmental Protection (NJDEP) and Environmental Protection Agency (EPA) regarding the above referenced issue. A follow up teleconference meeting with the NJDEP, Hess, Buckeye and their respective consultants to discuss these responses was conducted February 5, 2021.

NJDEP/EPA Comment 1: What regulation/deadline (state or federal) is requiring Buckeye tank basin lining and what is the deadline?

- **Hess/Buckeye Response 1:** The tankfields are being lined as per the Administrative Consent Order (ACO), which is included as **Attachment A**. The ACO is based on the requirements of the Site's Discharge Prevention

Containment and Countermeasure/Discharge Cleanup Removal (DPCC/DCR) plan.

NJDEP/EPA Comment 2: Is deferral of any lining deadline an option in consideration of the ongoing RCRA facility investigations?

- **Hess/Buckeye Response 2:** No, deferral of the lining deadline is not an option and is being conducted per the ACO. The lining is nearly complete and throughout the project, the lining of the tankfields has been discussed by Hess and Buckeye since Buckeye took ownership of the Site. The companies have worked together to achieve compliance. The deadline was determined by the NJDEP consent order.

NJDEP/EPA Comment 3: How is Hess' communication with Buckeye? Can Hess work alongside Buckeye to do remediation before the liner is installed?

- **Hess/Buckeye Response 3:** There has been constant communication between Hess and the Buckeye operations, project management, and remediation teams. The liner installation is currently almost complete. As discussed further in Response 6, future impacts to the liner will be minimized, if possible.

NJDEP/EPA Comment 4: What is the impact of facility wide Buckeye tank basin lining to Hess being able to complete the site wide ISRA investigation (pursuant to ISRA due to sale of property to Buckeye) and the site wide RCRA facility investigation (pursuant to the USEPA Hazardous and Solid Waste Amendments (HSWA) RCRA Facility Investigation (RFI) permit)?

- **Hess/Buckeye Response 4:** Hess will be able to complete the ISRA and RCRA investigation with cooperation of Buckeye team. The timeframe for the lining was specified in the ACO that Hess transferred to Buckeye at the time of the property sale (12/2013). Hess, Buckeye, and their respective consultants have had numerous meetings to discuss schedules as well as the need for Hess to access the areas to be lined.

NJDEP/EPA Comment 5: What is the overall schedule for pending tank basin lining to consider in Hess/DEP/EPA RI scheduling/implementation? (Figures and phasing schedule should be requested for review with area RI schedules).

- **Hess/Buckeye Response 5:** The liner installation is currently almost complete.

NJDEP/EPA Comment 6: What impact will the liner installation have on future remediation work?

- **Hess/Buckeye Response 6:** All future investigation work pertaining to the tankfields will be evaluated to determine if it is necessary to conduct invasive work within the tankfields or if it is possible to collect the necessary data outside

the perimeter of the tankfield. The liner in the tankfield will not preclude conducting investigative work in the tankfields, but if investigative work can be conducted adjacent to the tankfields (and achieve data goals), that will be the preferred course of action. Remedial options for the tankfields will be evaluated at the conclusion of the remedial investigation.

- If invasive work is conducted, Hess will repair the liner at the completion of those activities. A protocol to repair the liner will be developed by Hess and approved by Buckeye prior to conducting any invasive work in lined tankfields.

NJDEP/EPA Comment 7: How much of the tank farm, and where, has already been lined?

- **Hess/Buckeye Response 7:** Drawings were provided by Buckeye to Hess and were subsequently sent to EPA/NJDEP. The tankfield lining project is almost complete. A figure will be included in the next report submittal (Conceptual Site Model) that will show which tankfields have already been lined.

NJDEP/EPA Comment 8: Does Buckeye's liner plan consider the preservation and accommodations of wells, tie in liner seal to wells, etc.? Does Buckeye's plan consider the interior dike area wells? The "Penetration Seal Detail" on Page 4 may apply to the wells, but that isn't clear from this.

- **Hess/Buckeye Response 8:** Yes; existing wells were preserved and properly sealed to the newly installed liner.

NJDEP/EPA Comment 9: The liner/ berms will have an impact on the North Landfarm cap runoff. Has Hess looked into the effect of the new berms on the runoff that was approved to go into a drainage basin? The new berms around the two sides of the landfarm could cause the interior landfarm area to pond with water.

- **Hess/Buckeye Response 9:** Numerous conference calls took place between Hess, Buckeye, their respective consultants, and design engineers to discuss the berms prior to conducting lining activities in this area. The liner system was designed so that runoff from the North Landfarm Cap will run to the newly installed Buckeye drainage for the area.
- The 100% Remedial Action Design (RAD) for the north landfarm will not be submitted until the tankfield lining is complete in this area. The 100% RAD will factor in current site conditions.

NJDEP/EPA Comment 10: The soil sample information outside of the North Landfarm may need to be updated based on Google Earth aerials that indicate potential drainage/overtopping of the North Landfarm berm into the tank basin area and potential movement of RCRA waste constituents.

- **Hess/Buckeye Response 10:** This will be addressed in the RIW for the tankfields which is targeted for submittal this year.

NJDEP/EPA Comment 11: What is the impact of Buckeye's interior berm construction and basin lining to the current Hess North Landfarm RCRA closure plan and closure schedule? Buckeye's construction of new berms around two sides of the North Landfarm will isolate the North Landfarm from the interior of the tank basin area, and construction of a new access ramp outside of the dike is in the area of NL-7 and NL-1.

- **Hess/Buckeye Response 11:** This was discussed prior to the initiation of Buckeye's work in this area. It was decided that Buckeye would construct the liner up to the landfarm and then Hess would tie into this liner when they completed their activities. An access ramp was installed to provide easy access to Hess for these activities.
- Submittal of the 100% RAD by Hess has been delayed until completion of the lining of this tankfield. The 100% RAD will factor in current site conditions.

NJDEP/EPA Comment 12: Is there an agreement between Buckeye and Hess to allow Hess to drill/ penetrate the liner for future remediation investigation and work? Will Hess take responsibility for any breaks made to the liner?

- **Hess/Buckeye Response 12:** Yes; The Purchase Sales Agreement executed between Hess and Buckeye in December 2013 contemplated the ongoing Hess remediation obligations. All future investigation work pertaining to the tankfields will be evaluated to determine if it is necessary to conduct invasive work within the tankfields or if it is possible to collect the necessary data outside the perimeter of the tankfield. The liner in the tankfield will not preclude conducting investigative work in the tankfields, but if investigative work can be conducted adjacent to the tankfields (and achieve data goals), that will be the preferred course of action. Remedial options for the tankfields will be evaluated at the conclusion of the remedial investigation.
- If invasive work is conducted, Hess will repair the liner at the completion of those activities. A protocol to repair the liner will be developed by Hess and approved by Buckeye prior to conducting any invasive work in lined tankfields.

NJDEP/EPA Comment 13: If standing water conditions are no longer controlled by Hess due to dismantling of the Advanced Wastewater Treatment Plant and no evident use, another water disposal facility, temporary capping to control movement of waste constituents with runoff outside of the landfarm, and/or standing water accumulations and drainage through the landfarm, is necessary. How will Hess control runoff since the dismantling of the Advanced Wastewater Treatment Plant especially with the potential increased runoff due to the new berm construction? Note: this issue has been previously brought up by The Department going as far back as 2015 in site visits (as per Department site visit notes as well review comments).

- **Hess/Buckeye Response 13:** As part of routine monitoring of the Site

landfarms, Hess will inspect all landfarms for pooled water. If any excessive pooling of water is observed in the landfarms, the water will be removed and disposed of properly.

Buckeye Questions

NJDEP/EPA Comment 1: Was any graded material in the tank basin with the North Landfarm to be used in creating the new berms?

- **Buckeye Response 1:** New berms were not installed in the tank basin. The existing berms were lined.

NJDEP/EPA Comment 2: Based on schematics, the top layer of soil will be removed, and the liner will be installed. The top layer will then be put back in place over top of the liner. Is buckeye following the NJDEP soil reuse guidance's? https://www.nj.gov/dep/srp/guidance/srra/fill_protocol.pdf?version_3_0

- **Buckeye Response 2:** The applicable soil guidance was followed during all tankfield lining activities.

NJDEP/EPA Comment 3: Who is Buckeye's LSRP?

- **Buckeye Response 3:** The tankfield lining activities do not require a LSRP. However, Buckeye has retained Scott Nelson, of Brown and Caldwell (LSRP#573643) for general consulting support for both ongoing Hess activities, as well as Buckeye operational improvements and projects.

Should you have any questions or require additional clarification or information, please contact me at 732-739-6444 or via e-mail at ablake@earthsys.net. If you have any questions relating to the project and schedule moving forward, you can also contact Mr. John Schenkewitz of Hess Corporation at 609-406-3969.

Sincerely,

A handwritten signature in blue ink that reads "Amy Blake". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Amy Blake
Sr. Project Manager

- c. Ms. Julia Galayda, NJDEP Case Manager (via email/Sharefile)
Mr. John Schenkewitz – Hess Corporation (via e-mail)
Ms. Krista Snyder Manley – Buckeye Partners, LP (via email)
Mr. Scott Nelson – Brown and Caldwell (via email)
Mr. Rick Ofsanko – Earth Systems (via e-mail)
Mr. John Virgie – Earth Systems (via e-mail)

Attachment A



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

BUREAU OF RELEASE PREVENTION
P.O. Box 420, Mail Code 22-03D
401 East State Street

Trenton, New Jersey 08625-0420
TELEPHONE (609) 633-0610 FAX (609) 633-7031

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

BOB MARTIN
Commissioner

CERTIFIED MAIL

IN THE MATTER OF

ADMINISTRATIVE
CONSENT ORDER

BUCKEYE PORT READING TERMINAL LLC
750 Cliff Rd
Port Reading, NJ 07064

EA ID # NEA160001 - 122500068000

This Administrative Consent Order (ACO) is entered into pursuant to the authority vested in the Commissioner of the New Jersey Department of Environmental Protection (hereinafter NJDEP or the Department) by N.J.S.A. 13:1D-1 *et seq.*, and the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11a *et seq.*, the Transportation of Hazardous Liquids Act, N.J.S.A. 58:10-46 *et seq.*, and the Industrial Establishments Act, N.J.S.A. 13:1K-15 *et seq.* (the Act), and duly delegated to the Chief, Bureau of Release Prevention, pursuant to N.J.S.A. 13:1B-4.

FINDINGS

1. BUCKEYE PORT READING TERMINAL LLC owns and/or operates a facility at 750 Cliff Rd, Block(s) and Lot(s) [1095, 6] [756, 3] [756-B, 1, 2, 3, 4A, 4B, 7] [757, 1] [760, 6] [760-A, 2] [760-B, 1, 2, 3], Woodbridge Twp, Middlesex County, New Jersey (ID# 122500068000).
2. As the result of a compliance evaluation(s) conducted on July 19, 2016, the Department has determined that BUCKEYE PORT READING TERMINAL LLC failed to comply with applicable requirements as follows:

Subject: DPCC

Requirement: Pursuant to N.J.A.C. 7:1E-4.6(f), implementation of the DPCC and DCR plans shall begin immediately upon receipt of the Department's approval.

Description of Noncompliance: You failed to implement an approved DPCC or DCR plan. Specifically, items relating to the secondary containment systems for 3rd, 4th and 5th East Tank Fields that are on the upgrade schedule in the approved plan have passed their deadlines.

3. Based on the facts set forth in these FINDINGS, the Department has determined that BUCKEYE PORT READING TERMINAL LLC has violated the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11a *et seq.*, and/or the Transportation of Hazardous Liquids Act, N.J.S.A. 58:10-46 *et seq.*, and/or the Industrial Establishments Act, N.J.S.A. 13:1K-15 *et seq.* and the regulations promulgated pursuant thereto, specifically N.J.A.C. 7:1E-4.6(f).
4. In order to resolve this matter without trial or adjudication, BUCKEYE PORT READING TERMINAL LLC has agreed to entry of this ACO and to be bound by its terms and conditions.

ORDER

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

A. COMPLIANCE SCHEDULE

5. BUCKEYE PORT READING TERMINAL LLC shall take whatever actions are necessary to achieve and maintain compliance with N.J.A.C. 7:1E-4.6(f) including but not limited to the following:
 - a. Comply with requirement for the 4th Tank Field, by completing construction of impermeable secondary containment by 8/30/16 with close out by 9/15/16. [N.J.A.C. 7:1E-4.6(f)]
 - b. Comply with requirement for the 5th East Tank Field, by completing construction of impermeable secondary containment by 7/15/17 with close out by 7/31/17. [N.J.A.C. 7:1E-4.6(f)]
 - c. Comply with requirement for the 3rd Tank Field, by completing construction of impermeable secondary containment by 11/30/19 with close out by 12/15/19. [N.J.A.C. 7:1E-4.6(f)]

B. PENALTY

6. In settlement of the violations cited in the above findings, BUCKEYE PORT READING TERMINAL LLC shall pay a penalty of \$2,000 by check payable to Treasurer, State of New Jersey and remitted to the Division of Revenue at the address stated on the enclosed invoice.
7. If any payment set forth in the preceding paragraph is not properly and timely received by

the Division of Revenue, a default shall have occurred. If the default is not cured within five days of receipt by BUCKEYE PORT READING TERMINAL LLC of written notice of such default, the Department, in its sole discretion, may declare the entire sum of \$2,000.00, plus interest, less any payment previously made hereunder, immediately due and owing, and may take any action authorized by law or this ACO, without further notice to BUCKEYE PORT READING TERMINAL LLC.

C. STIPULATED PENALTIES

8. BUCKEYE PORT READING TERMINAL LLC shall pay stipulated penalties to the Department, as set forth below, for failure to comply with the provisions of this ACO unless the Department has notified BUCKEYE PORT READING TERMINAL LLC in writing that a stipulated penalty will not be assessed for violations of the compliance schedule of this ACO.

<u>Calendar Days After Due Date</u>	<u>Per Calendar Day</u>
1-7	\$50
8-14	\$100
15 or more	\$250

9. Within 45 calendar days after BUCKEYE PORT READING TERMINAL LLC's receipt of a written demand from the Department for stipulated penalties, BUCKEYE PORT READING TERMINAL LLC shall submit a check to the Department as outlined in paragraph 8 above.
10. If BUCKEYE PORT READING TERMINAL LLC fails to pay stipulated penalties pursuant to the preceding paragraphs, the Department may take action to collect same, including, but not limited to, instituting civil proceedings to collect such penalties pursuant to R. 4:67 and R. 4:70 or assess civil administrative penalties for violations of this ACO.
11. The payment of stipulated penalties does not alter BUCKEYE PORT READING TERMINAL LLC's responsibility to complete all requirements of this ACO.

D. GENERAL PROVISIONS

12. Nothing contained in this ACO restricts the ability of the Department to raise the above Findings in any other proceeding.
13. This ACO shall be binding on BUCKEYE PORT READING TERMINAL LLC, its respective agents, successors, assigns, and any trustee in bankruptcy or receiver appointed pursuant to a proceeding in law or equity.
14. This ACO shall be fully enforceable as a final Administrative Order in the New Jersey Superior Court.
15. BUCKEYE PORT READING TERMINAL LLC agrees not to contest the terms or

conditions of this ACO except that BUCKEYE PORT READING TERMINAL LLC may contest the Department's interpretation or application of such terms or conditions in any action brought by the Department to enforce this ACO's provisions.

16. This ACO shall not relieve BUCKEYE PORT READING TERMINAL LLC from obtaining and complying with all applicable federal, state and local permits as well as all applicable statutes, codes, rule, regulations and orders, including but not limited to the statutes and regulations cited herein.
17. No modification or waiver of this ACO shall be valid except by written amendment duly executed by BUCKEYE PORT READING TERMINAL LLC and the Department.
18. Unless otherwise specifically provided herein, BUCKEYE PORT READING TERMINAL LLC shall submit all documents required by this ACO, except penalty payments, to the Department by certified mail, return receipt requested or by hand delivery with an acknowledgment of receipt form for the Department's signature to:

Iclal Atay, Ph.D., Chief
Bureau of Release Prevention
401 East State Street, 7th Floor
PO Box 420, Mail Code 22-03D
Trenton, NJ 08625-0420

The date the Department receives the certified mail or executes the acknowledgment will be the date the Department uses to determine BUCKEYE PORT READING TERMINAL LLC's compliance with this ACO.

19. Unless otherwise specifically provided herein, any communication made by the Department to BUCKEYE PORT READING TERMINAL LLC pursuant to this ACO shall be sent to

BUCKEYE PORT READING TERMINAL LLC
750 Cliff Rd
Port Reading, NJ 07064

20. BUCKEYE PORT READING TERMINAL LLC shall not construe any unwritten or informal advice, guidance, suggestions, or comments by the Department, or by persons acting on behalf of the Department, as relieving BUCKEYE PORT READING TERMINAL LLC of its obligations under this ACO, the Act, and/or the regulations promulgated pursuant to the Act.
21. In addition to the Department's statutory and regulatory rights to enter and inspect, BUCKEYE PORT READING TERMINAL LLC shall allow the Department and its authorized representatives access to the site at all times for the purpose of determining compliance with this ACO.
22. Nothing in this ACO shall preclude the Department from taking enforcement action against

BUCKEYE PORT READING TERMINAL LLC for matters not set forth in the findings of this ACO.

23. No obligations or penalties imposed by this ACO are intended to constitute debt(s) which may be limited or discharged in a bankruptcy proceeding. All obligations and penalties are imposed pursuant to the police powers of the State of New Jersey for the enforcement of the law and the protection of public health, safety, welfare and the environment.
24. BUCKEYE PORT READING TERMINAL LLC shall give written notice of this ACO to any successor in interest thirty (30) calendar days prior to transfer of ownership or control of the facility or facilities which are the subject of this ACO and shall simultaneously notify the Department that such notice has been given. This requirement shall be in addition to any other statutory or regulatory requirements arising from the transfer of ownership or control of BUCKEYE PORT READING TERMINAL LLC's facility. In addition, the parties agree that any contract, lease, deed or any other agreement that BUCKEYE PORT READING TERMINAL LLC enters into to convey the property/facility that is the subject of this ACO shall include a provision which states that the successor, assignee, tenant or purchaser has agreed to assume the obligations imposed by this ACO.
25. The Department reserves all statutory and common law rights to require BUCKEYE PORT READING TERMINAL LLC to take additional action(s) if the Department determines that such actions are necessary to protect public health, safety, welfare and the environment. Nothing in this ACO shall constitute a waiver of any statutory or common law right of the Department to require such additional measures should the Department determine that such measures are necessary.
26. This ACO shall be governed and interpreted under the laws of the State of New Jersey.
27. If any provision of this ACO is found invalid or unenforceable, the remainder of this ACO shall not be affected thereby and each provision shall be valid and enforced to the fullest extent permitted by law. The Department does, however, retain the right to terminate the remainder of this ACO if, after such finding, it determines that the remaining ACO does not serve the purpose for which it was intended.
28. This ACO represents the entire integrated agreement between the Department and BUCKEYE PORT READING TERMINAL LLC on the matters contained herein.
29. The Department reserves the right to unilaterally terminate this ACO in the event BUCKEYE PORT READING TERMINAL LLC violates its terms and to take any additional enforcement action it deems necessary.
30. This ACO shall terminate upon receipt by BUCKEYE PORT READING TERMINAL LLC of written notice from the Department that all the requirements of this ACO have been satisfied.
31. This ACO shall become effective upon the execution hereof by all parties, subject to

completion of any required public participation process.

BUCKEYE PORT READING TERMINAL LLC

DATED: _____

BY: _____

NAME: Joseph Votta

TITLE: Director Field Operations Northeast District

By this signature, I certify that I have full authority to
execute this document on behalf of BUCKEYE PORT
READING TERMINAL LLC.

NJDEP

DATED: _____

BY: _____

NAME: Iclal Atay, Ph.D.

TITLE: Chief, Bureau of Release Prevention

By this signature, I certify that I have full authority to
execute this document on behalf of NJDEP.